

FIRST AMENDMENT TO
AGREEMENT REGARDING COUNTY ROADS AND DRAINS

THIS FIRST AMENDMENT TO AGREEMENT REGARDING COUNTY ROADS AND DRAINS (this "First Amendment") is made and entered into as of this 26th day of August, 2019 (the "First Amendment Effective Date"), by and between Warren County, Indiana (the "County"), and Jordan Creek Wind Farm LLC, a Delaware limited liability company qualified to do business in Indiana (the "Developer"). The County and the Developer may be referenced to herein, individually, as a "Party" and, together, as "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement Regarding County Roads and Drains on October 12, 2016 (the "Agreement") regarding the Developer's use of the Roads (as defined in the Agreement) in connection with the Project (as defined in the Agreement);

WHEREAS, the Parties mutually desire to amend the Agreement as set forth herein; and

WHEREAS, the capitalized terms used in this First Amendment shall have the same meaning as set out in the Agreement unless otherwise indicated.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. In each instance where the phrase "not later than ninety (90) days prior" (or a phrase of similar effect) is used in Section 1(b), Section 1(c), and Section 1(f) of the Agreement and in the List of Exhibits and Exhibit D both attached to the Agreement, such phrase shall be, and hereby is, deleted in its entirety and replaced with the phrase "not later than forty-five (45) days prior".

2. The phrase "To be provided by Developer ninety (90) days prior to anticipated initiation of Project after consultation with the Highway Superintendent" in Section IV of Exhibit D attached to the Agreement shall be, and hereby is, deleted in its entirety and replaced with the phrase "To be provided by Developer forty-five (45) days prior to anticipated initiation of Project after consultation with the Highway Superintendent".

3. Section II. 4. of Exhibit D attached to the Agreement that reads "4. Cement...with 4% solution 12" deep" shall be, and hereby is, deleted in its entirety and replaced with "4. Cement stabilize existing pulverized roadway material and new blend aggregate with 6% solution 12" deep."

4. All other terms and conditions of the Agreement are hereby fully ratified, affirmed and are of full force and effect. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

5. Notices. The Parties agree that the notice addresses for the County and the Developer provided in Section 17 of the Agreement shall be and hereby are updated as follows:

If to the County, to: c/o Warren County Auditor
Warren County Courthouse (Second Floor)
125 N. Monroe Street, Suite 7
Williamsport, IN 47993

c/o Highway Superintendent
Warren County Highway Garage
425 West Washington Street
Williamsport, IN 47993

c/o County Surveyor
Warren County Courthouse (First Floor)
125 North Monroe Street, Suite 2
Williamsport, IN 47993

With a copy to: Warren County Attorney
Jud Barce, Esq.
Barce & Redlin, PC
103 N. Jackson Avenue
P.O. Box 252
Fowler, IN 47944

If to the Developer, to: Jordan Creek Wind Farm LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard, FEJ/JB
Juno Beach, FL 33408
Attn: Business Manager

With a copy to: Bingham Greenebaum Doll LLP
Attn: Mary E. Solada, Esq.
2700 Market Tower, 10 West Market Street
Indianapolis, IN 46204

Any Party may change its contact or address for receiving notices by giving written notice of such change to the other Party. Notices may be sent by either Party's counsel to the other Party and its counsel.

6. Amendment. This First Amendment may be amended, modified, renewed, or extended only by written instrument executed in a manner of its original execution. This First Amendment, together with the Agreement, contains the entire agreement of the Parties with regards to this subject matter and no representation, inducements, or agreements, oral or otherwise between the Parties not contained or embodied in this First Amendment and the Agreement shall

be of any force or effect. This First Amendment shall be governed by and construed according to the laws of the State of Indiana. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this First Amendment. Furthermore, either Party may execute this First Amendment by means of an electronic signature. Such electronic signature shall be deemed authentic and valid, if such electronic signature is received by the other Party. The recitals first written above are hereby incorporated into this First Amendment by this reference.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment pursuant to all requisite authorizations as of the First Amendment Effective Date.

WARREN COUNTY, INDIANA

By: Board of Commissioners of Warren County,
Indiana



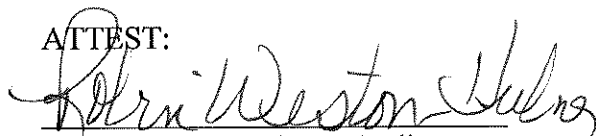
Brian Jordan



Clay Andrews

Adam Hanthorne


ATTEST:



Robin Weston-Hubner, Auditor
Warren County, Indiana

JORDAN CREEK WIND FARM LLC

a Delaware limited liability company

By: 

Printed: John DiDonato

Its: Vice President